

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

PARAMOUNT PARKS INC.,	:	CASE NO. C-1-00 1043
	:	
Plaintiff,	:	(Judge Dlott)
	:	
vs.	:	<u>JUDGMENT ENTRY</u>
	:	
ROLLER COASTER COMPANY OF OHIO, LLC, et al.,	:	
	:	
Defendant.	:	

On April 26, 2002 this Court awarded Plaintiff Paramount Parks Inc. ("Paramount") a default judgment against Defendant Roller Coaster Company of Ohio, LLC ("RCCO"). In that judgment entry, the Court reserved for later determination the amount of damages due Paramount. Having afforded the parties to this action the opportunity to present evidence on the question of damages, and having reviewed all evidence presented with respect thereto, this Court finds as follows:

In December 1998, Paramount and RCCO executed an Equipment Purchase Agreement, whereby RCCO agreed, inter alia, to provide engineering services and materials, including the wooden structural components, for the construction of Paramount's Son of Beast Roller Coaster ("Son of Beast"). RCCO subsequently subcontracted with Universal Forest Products to provide the wooden structural components for the ride. April 29, 2000, more than two months behind schedule, the Son of Beast was opened to the public. Subsequent thereto, parts of the wooden support structure suffered physical injury and damage. This forced Paramount to shut down the ride for extended

periods of time and to incur significant expense for engineering services to determine how to correct the problems with the wooden support structure.

Paramount incurred significant damages. Those damages include:

(A) Damages in the amount of not less than \$2,427,649 to investigate, evaluate and repair the physical damage to and the physical damage caused by the wooden support structure of the Son of Beast.

(B) Because of the conduct of RCCO, the opening of the Son of Beast was delayed and the ride was shut down for extended periods of time. As a result of these events, all of which were caused by the conduct of RCCO, disparaging statements were made and published about Paramount, Kings Island and the Son of Beast. The resulting damages to Paramount include (i) lost profits totaling not less than \$3,220,709, and (ii) damages in the form of marketing expenditures in the amount of not less than \$7,050,000.

(C) Under the Agreement, RCCO was required to supply the lumber necessary to complete the ride structure. RCCO originally estimated the amount of lumber necessary to construct the ride structure at 1.8 million board feet. In fact, the ride structure required 2.5 million board feet of lumber, which Paramount was required to purchase at additional cost not included in the original price. The additional expenses to Paramount in labor and equipment rental to finish the project with this increased scope was not less than \$2,644,399.

(D) Also, extra reinforcement was required for the ride structure in areas where “final” piling had already been installed. Paramount incurred additional expenses related to the modification of existing foundations and the construction and installation of additional foundations in the amount of \$93,146.

As a direct and proximate result of the conduct of RCCO, Paramount incurred the foregoing damages, which subtotal not less than \$15,435,903.

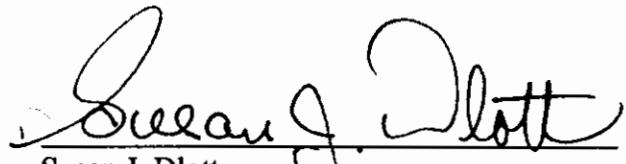
(E) Additionally, Paramount incurred damages in the amount of \$4,108,033 as a direct and proximate result of RCCO's failure to provide certain labor and materials required by RCCO's contract with Paramount.

This Court finds that Paramount incurred the foregoing damages, minus miscellaneous credits and other downward adjustments, but not yet inclusive of interest, in the total amount of not less than \$19,543,936, for which RCCO is liable.

In its Complaint, Paramount asserted a claim for breach of contract and it has requested, and is entitled to, prejudgment interest at the statutory rate of 10%. This Court finds that Paramount incurred all of its damages on or before December 31, 2001. Calculating the interest from January 1, 2002 through March 31, 2005, the total prejudgment interest on the breach of contract claim to which Paramount is entitled is not less than \$1,335,110, for which RCCO is also liable.

Accordingly, this Court hereby enters judgment in favor of Paramount and against RCCO in the amount of \$20,879,046, plus post judgment interest at the statutory rate.

SO ORDERED.


Susan J. Dlott
United States District Judge